

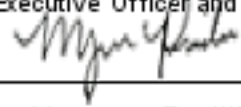
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Attorneys for Plaintiff Raul Zamora,
on behalf of himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

ELECTRONICALLY FILED
Superior Court of California
County of Ventura

11/10/2025

K. Bieker
Executive Officer and Clerk

By:  Deputy Clerk

Maryssa Padilla

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

RAUL ZAMORA, on behalf of himself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

NURIFO SOLUTIONS, LLC, a California
limited liability company, and DOES 1 through
10, inclusive,

Defendants.

CASE NO: 2025CUOE054048

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 510,
512, 1174, 1174.5, AND 1194, AND PURSUANT
TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3 AND
558**

1 Plaintiff RAUL ZAMORA (“Plaintiff”), on behalf of himself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of NURIFO
3 SOLUTIONS, LLC, a California limited liability company, and any subsidiaries or affiliated
4 companies (hereinafter referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other non-exempt California employees who currently work or formerly worked for
9 Defendants (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Failing to pay correct premium wages to Plaintiff and other Aggrieved
15 Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512,
16 and 558, and IWC Wage Order 4-2001. Plaintiff and other Aggrieved Employees were
17 routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period
18 for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute
19 meal period for every shift worked that exceeded ten hours, but were not paid premium wages
20 of one hour’s pay at the proper rate of pay for each missed first or second meal period. When
21 they did receive a meal period, it would routinely be late, short, on-duty due to lack of staffing,
22 or they would have to clock out and continue working, resulting in uncompensated time and
23 a separate failure to maintain accurate records showing the start and stop times of meal
24 periods. This violates Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, and 1194 and IWC
25 Wage Order 4-2001;

26 b. Failing to pay correct premium wages to Plaintiff and other Aggrieved
27 Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage
28 Order No. 4-2001. Plaintiff and other Aggrieved Employees were routinely unable to take a

1 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not
2 paid premium wages of one hour's pay for each missed rest period. Because Defendants record
3 rest periods, these violations are readily identifiable. This violates Labor Code § 226.7 and
4 IWC Wage Order No. 4-2001;

5 c. Failing to provide Plaintiff and other Aggrieved Employees with wage
6 statements that fully and accurately itemized the requirements set forth in Labor Code §§
7 226(a) and 226.3. Plaintiff and other Aggrieved Employees are not paid all wages due, as
8 stated above. As such, the wage statements provided by Defendants fail to accurately state all
9 gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked,
10 in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor
11 Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period
12 and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and
13 226.3; and
14

15 d. Failing to pay Plaintiff and certain Aggrieved Employees all wages due at the
16 separation of their employment based on the time frames required by Labor Code §§ 201-202
17 and 227.3. As stated above, Plaintiff and other Aggrieved Employees were not paid all wages
18 due during the course of their employment and, as a result of this failure, they were not timely
19 paid all wages due at the separation of their employment. This violates Labor Code §§ 201-
20 202 and 227.3 and is alleged on behalf of Plaintiff and certain Aggrieved Employees no longer
21 employed by Defendants.
22

23 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §
24 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

25 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
26 The Labor Code violations alleged against Defendants herein arose in Ventura County, California.

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III.
PARTIES

A. Plaintiff

5. Plaintiff RAUL ZAMORA was employed by Defendants from May 2025 through August 2025 in Ventura County, California.

B. Defendant

6. Defendant NURIFO SOLUTIONS, LLC is a California limited liability company that employed Plaintiff and Aggrieved Employees in Ventura County, California.

7. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

8. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each of the Defendants is legally attributable to the other Defendants.

9. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

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IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, AND 1194, AND PURSUANT TO
LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to civil penalties subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, and 1194; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

13. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

14. On September 4, 2025, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of September 4, 2025. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as described below.

V.

RELIEF REQUESTED

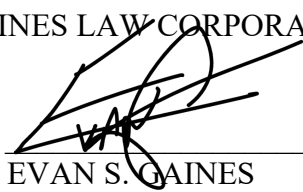
WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

Dated: November 10, 2025

Respectfully submitted,

GAINES LAW CORPORATION

By: 

EVAN S. GAINES
Attorneys for Plaintiff